

## **ARTICLE 17**

### **Hours of Work and Overtime**

#### **Section 1. Biweekly Work Period.**

The work period is defined as eighty (80) hours of work normally performed on ten (10) work days within the fourteen (14) consecutive calendar days which coincide with current biweekly pay periods.

#### **Section 2. Work Days.**

The work day shall consist of twenty four (24) consecutive hours commencing at 12:01 a.m. Whenever practicable and consistent with program needs, employees shall work on five (5) consecutive work days separated by two (2) consecutive days off.

#### **Section 3. Work Shift.**

The work shift shall normally consist of eight (8) consecutive work hours which may be interrupted by a meal period. For purposes of this Article the following work shifts are defined:

Day Shift -	Starts between 5:00 am and 1:59 pm
Afternoon Shift -	Starts between 2:00 pm and 9:59 pm
Evening Shift -	Starts between 10:00 pm and 4:59 am

Employees may be assigned to work rotating or relief shifts. No employee may be required to work a split shift.

#### **Section 4. Work Schedules.**

Work schedules are defined as an employee's assigned shift, work days and days off. Schedules not maintained on a regular basis or on a fixed rotation basis shall be established as far in advance as possible, but at least fourteen (14) calendar days prior to the beginning of the pay period to be worked.

Changes in scheduled work shifts and other scheduling changes may be made no less than ninety-six (96) hours prior to the implementation of the change.

The work schedule of the employee shall not be altered within the biweekly work period solely to avoid premium overtime. Any change in work schedule not in compliance with this Section shall result in compensation of hours worked outside the regularly scheduled shift at one and one-half (1½) times the employee's regular rate of pay. Approved scheduling changes requested by employees shall be exempt from the one and one-half (1½) time compensation required by this Section. With the Employer's approval, employees may voluntarily agree, without penalty to the Employer, to changes in the work schedules.

Any changes in scheduling shall be confirmed in writing to the employee. For employees who regularly work a standard eight (8) hour day, five (5) day week,

changes in work shifts shall be handled by the Employer first seeking qualified volunteers. In the event that there are more volunteers than are needed, the most senior qualified employee shall be selected. In the event that there is an insufficient number of volunteers, the Employer shall assign qualified employees on an inverse seniority basis.

#### **Section 5. Meal Periods.**

In accordance with current practice, work schedules shall provide for the work shift to be broken at approximately midpoint by an unpaid meal period of not less than thirty (30) minutes. This shall not preclude work schedules which provide for an eight (8) hour work day, inclusive of a meal period. The Employer may reasonably schedule meal periods to meet operational requirements. Such meal periods may not be rescheduled arbitrarily.

Wherever the department's objective of teamwork will not be unreasonably disrupted by a one-half hour lunch period, if requested by a technical unit employee, a one-half hour lunch period shall be scheduled. In all other cases, where operationally feasible, a technical unit employee's request to be scheduled for a one-half hour lunch period will not be unreasonably denied. Denial of the request, or termination of approval, shall not be grievable.

Those employees who regularly receive an unpaid meal period, and are required to work, or be at their work assignments, and are not relieved for such meal periods, shall have such time actually worked treated as hours worked for the purpose of computing overtime, unless an alternate meal period is available. An employee, with the approval of his/her supervisor, may work through a scheduled meal period. Such time shall be considered as time worked for the purpose of calculating overtime.

The length of an employee's meal period may only be changed with at least twenty (20) days advance notice. The length of an employee's meal period may not be changed more than once in a six (6) month period.

#### **Section 6. Rest Periods.**

Unless the granting of these rest periods would result in the employer having to pay overtime or to add additional personnel to the work site, there shall be two (2) rest periods of fifteen (15) minutes each during each regular eight (8) hour work shift; one during the first half of the shift and one during the second half of the shift. The Employer retains the right to schedule employee's rest periods and to shorten such periods to fulfill operational needs on a particular day. Current practices regarding breaks taken in the course of operational duties or on an irregular basis may be maintained. Rest periods shall not be accumulated and, when not taken, shall not be the basis for additional pay or time off. Current practice regarding rest periods during overtime periods shall continue.

**Section 7. Call Back.**

Call back is defined as the act of contacting an employee and requesting that the employee report for work and be ready and able to perform assigned duties at a time other than his/her regular work schedule. Employees who are called back and whose call back hours are not contiguous with their regular working hours will be guaranteed a minimum of three (3) hours compensation. Eligible call back time will be paid at the premium rate, provided that the called back employee has been in pay status more than eight (8) hours in that day (except for employees working on a modified work schedule) or forty (40) hours in a seven day period, except for the hospital exemption contained in Article 17, Section 11 of this Agreement.

**Section 8. Alternative Work Patterns.**

- A. The Employer will inform the Union of all existing alternative work patterns within thirty (30) days of the effective date of the Agreement. The Union will have ten (10) days from receipt of such notification to accept or reject such patterns. Patterns which are rejected may become the subject of secondary negotiations at the request of either party. Such request must be made within 15 days of rejection. Failure of the Union to respond to the notification shall mean that the Union accepts the existing pattern. Failure of the Employer to notify the Union of an alternative work pattern shall mean that such pattern is null and void.
- B. Technical unit employees may request an alternate work schedule subject to the following provisions:
  - 1. All requests for an alternate work schedule are on an individual and completely voluntary basis.
  - 2. Discretion to approve or disapprove an employee's request to work an alternate work schedule is reserved to the supervisor and appointing authority.
  - 3. The appointing authority may terminate an employee's alternate work schedule with a minimum of two (2) weeks notice to the employee.
  - 4. Employees working under an alternate work schedule in accordance with this subsection may return to their previous schedule with a minimum of two (2) weeks notice to the immediate supervisor.
  - 5. Termination of an alternate work schedule shall be at the end of a pay period.
  - 6. Termination by the appointing authority of an alternate work schedule shall not be grievable.
  - 7. Employees working an alternative work schedule under this agreement shall be scheduled to work four (4) ten (10) hour days within a work week; or four

- (4) nine (9) hour days plus one (1) four (4) hour day within a work week as agreed to with their immediate supervisor.
8. Employees may be required to temporarily modify their alternate work schedule in order to meet operational needs.
  9. Employees who work more than their scheduled hours in a work day or forty (40) hours in a work week shall receive overtime in accordance with the provisions of this Article.
  10. Employees utilizing leave credits in full day increments shall use such leave in their scheduled nine (9) or ten (10) hour increments.
  11. Under the following circumstances, employees will revert back to their normal eight (8) hour five (5) day work week:
    - a. Any week in which a holiday falls, unless the employee elects to use sufficient leave credits to complete the scheduled day;
    - b. Scheduled vacations;
    - c. Any week in which an employee is on approved leave of absence; or,
    - d. Any week in which the employee is scheduled for training, unless the immediate supervisor determines that continuation of the alternate work schedule will not conflict with the training schedule.

### **Section 9. Voluntary Work Schedule Adjustment Program.**

Participation shall be on an individual and completely voluntary basis. An employee may volunteer to participate in the program by submitting a completed standard voluntary work schedule adjustment agreement form to his or her supervisor. Employees continue to have the right, by not submitting a standard agreement form, to not participate in any of the program's two plans.

Discretion to approve or disapprove an employee's request to participate in Plan A and/or Plan C is reserved to the supervisor and appointing authority. In all other cases, once approved, the individual agreement may be terminated by the appointing authority or the employee upon giving ten (10) working days written notice to the other (or less, upon agreement of the employee and the appointing authority). Termination shall be at the end of the pay period. Termination of the agreement by the appointing authority shall not be grievable.

Before incurring unpaid Plan A or Plan C hours, all banked leave time hours must be exhausted.

Plan A. Biweekly scheduled hours reduction.

A.1. Eligibility.

Only full-time employees who have satisfactorily completed at least 720 hours of service in the state classified service shall be eligible to participate in Plan A.

A.2. Definition.

With the approval of the supervisor and the appointing authority, an eligible employee may elect to reduce the number of hours for which the employee is scheduled to work by one (1) to sixteen (16) hours per pay period. The number of hours by which the work schedule is reduced shall remain constant for the duration of the agreement. The employee may enroll for a minimum of one (1) pay period. The standard hours per pay period for the employee to receive the benefits of paragraphs a.3 and a.4. Below shall be adjusted downward from eighty (80) by the number of hours by which the work schedule is reduced, but not to an amount less than sixty-four (64.0) hours.

In addition, up to a one-week (40 hour) leave may be utilized within a single pay period once during a fiscal year.

Time off on Plan A will be counted against an employee's twelve work week leave entitlement under the federal family and medical leave act, if such time off is for a qualifying purpose under the act and if all other requirements of the law and collective bargaining agreement are met.

A.3. Insurances.

All state-sponsored group insurance programs, including long term disability insurance, in which the employee is enrolled shall continue without change in coverages, benefits or premiums.

A.4. Leave accruals and service credit

Annual leave and sick leave accruals shall continue as if the employee had worked or was in approved paid leave status for eighty (80) hours per pay period for the duration of the agreement. State service credit shall remain at eighty (80) hours per pay period for purposes of longevity compensation, pay step increases, employment preference, holiday pay, and hours until rating. Employees shall incur no break in service due to participating in Plan A.

Participation in Plan A does not alter the conditions for the use of annual leave. It shall be the employee's responsibility to monitor the balance in his/her annual leave counter. Approval of annual leave for employees at the annual leave cap is not guaranteed.

Plan C. Leave of absence.

C.1. Eligibility.

Full-time and part-time employees who have satisfactorily completed their initial probationary period in the state classified service shall be eligible to participate in Plan C. Permanent-intermittent employees are not eligible to participate.

C.2. Definition.

With the approval of the supervisor and the appointing authority, an employee may elect to take one (1) unpaid leave of absence during the fiscal year for a period of not less than one (1) pay period and not more than three (3) months. The three (3) month period is not intended to be cumulative. Time off on Plan C leave will be counted against an employee's twelve work week leave entitlement under the federal family and medical leave act, if such time off is for a qualifying purpose under the act and if all other requirements of the law and collective bargaining agreement are met.

C.3. Insurances.

All state-sponsored group insurance programs with the exception of long term disability (ltd) insurance, in which the employee is enrolled shall be continued without change in coverage, benefits, or premiums for the duration of the leave of absence, by the employee pre-paying the employee's share of the premiums for the entire period of the leave of absence. Ltd coverage will not continue during the leave of absence, but will be automatically reinstated immediately upon termination of the leave of absence. If an employee is enrolled in the ltd insurance program at the time the leave of absence is initiated and becomes eligible for disability benefits under ltd during the leave of absence, and is unable to report to work on the agreed-upon termination date for the leave of absence, the return-to-work date shall become the date established for the disability, with the commencement of sick leave and ltd benefits when the sick leave or waiting period is exhausted, whichever occurs later.

C.4. Leave accruals.

Accumulated annual leave, personal leave, and sick leave balances will automatically be frozen for the duration of the leave of absence. The employee will not accrue leave credits during the leave of absence.

C.5. Service credit.

An employee shall incur no break in service due to participating in Plan C. However, no state service credit will be granted for any purpose.

**Section 10. No Guarantee Or Limitation.**

This Article is intended to be construed only as a basis for scheduling and overtime, and shall not be construed as a guarantee or limitation of work per day or per work period. However, if the Employer intends to unilaterally alter the forty hour work week, the Employer agrees to meet with the Union prior to implementing a schedule change. Overtime shall not be paid more than once for the same hours worked.

**Section 11. Definitions.**

- A. Overtime is authorized time that an eligible employee works in excess of eight (8) hours (except for employees working on a modified work schedule) in a day or forty (40) hours in a seven day period, except where provisions of the Fair Labor

Standards Act Hospital Exemption shall be applicable. In such case the base for overtime will be eight (8) hours in a day or eighty (80) hours in a biweekly pay period.

- B. Regular Rate is defined as the employee's hourly rate of pay including shift differential, hazard pay or other add-ons.
- C. Premium Rate is defined as one and one-half (1½) times the eligible employee's regular rate.
- D. All employees covered by this Agreement are subject to the overtime provisions contained in this Agreement.

### **Section 12. Overtime Compensation.**

The Employer agrees to compensate employees at the premium rate in cash or to allow the employees to earn compensatory time at time and one half (1½), in accordance with Section 13 of this Article, for all time defined as overtime.

Employees in the Department of Natural Resources on assignment to another agency to assist in fire suppression are not eligible to earn compensatory time for any overtime incurred while on assignment when the other agency will be paying for the services of the employee. In such case, the employee will be compensated at the premium rate in cash for all time defined as overtime.

For purposes of calculating overtime pay, sick leave shall not be treated as time worked.

### **Section 13. Compensatory Time.**

Compensatory time systems in existence on the effective date of this Agreement shall continue. Compensatory time systems shall be a proper subject for secondary negotiations.

Compensatory time shall be credited at the rate of one and one-half (1½) times the number of hours worked. Employees who wish to use earned compensatory time may do so only with prior approval of their supervisor but subject to the same criteria as applicable to annual leave. Compensatory time must be utilized before the employee uses annual leave credits except where an employee would lose annual leave credits because of the maximum allowable annual leave accumulation.

For purposes of calculating compensatory time, sick leave shall not be treated as time worked.

Whenever an employee resigns, retires, is discharged or transfers to another Appointing Authority, the employee shall be paid for all unliquidated compensatory time at the rate of their current rate of compensation at the time of separation. Unused compensatory time credits of an employee who is laid off, in other than a temporary layoff, and is unable or unwilling to exercise a bumping right, shall be paid in the same manner.

At the employee's option, payment for unused compensatory time credits may be made as follows: The employee must notify the department in writing between November 1st and November 15th of each year that he/she wishes to be paid in cash for all, or part of, unused compensatory time credits. Payment for such time shall then be made in the first full pay period in December. Alternatively, current practices with respect to the payment for unused compensatory time credits shall continue.

Employees eligible under the FLSA to accumulate up to 480 hours of compensatory time in a twelve (12) month period may accumulate such time. Eligible employees are those whose work regularly involves "public safety", "emergency response" or "seasonal" activity, as described in the FLSA.

For such employees, the following shall apply: If such employee has more than 250 hours of annual leave, the employee may utilize annual leave credits prior to using compensatory time credits. When employees request the use of leave credits, they shall indicate which credits they intend to use. This provision shall be the only exception to the requirement that compensatory time credits must be used prior to the use of annual leave credits as provided above.

#### **Section 14. Pyramiding.**

Premium payments shall not be duplicated (Pyramided) for the same hours worked.

#### **Section 15. Overtime Distribution Procedure.**

##### **A. General:**

The Employer has the right to require an employee to work overtime. Overtime work shall be scheduled solely in accordance with the provisions of this Article.

Except in emergency situations, overtime work shall be offered to employees on the basis of seniority and shall be equitably distributed among employees within the classification on a shift in the overtime unit in a manner which will give each employee an equal share of the overtime hours, to the extent possible. Each employee in the overtime unit shall be selected in turn according to his/her place on the seniority list by rotation; provided however, that the employee whose turn it is to work must possess the qualifications and ability required to perform the work, if any.

An employee may have his/her name removed from the voluntary overtime seniority list. An employee who, upon being offered overtime work, requests to be skipped shall not be rescheduled for overtime work until his/her name is reached again in orderly sequence and an appropriate notation shall be made of the declined offer by hours in the overtime roster.

In the event no employee in the overtime unit wishes to perform the required overtime work, the Employer normally shall, by inverse order of this overtime list,



including those who have requested their names be removed for voluntary overtime, assign the necessary employees who are qualified, able, and required to perform the work in question.

The Union recognizes that work in progress shall be completed by the employee performing the work at the end of the regular shift. Work in progress means continuous work with no break in time between the end of the regularly scheduled shift and the start of overtime.

Overtime equalization units shall be defined as a work site, unless such definition is altered through secondary negotiations.

B. Department of Transportation:

The following shall apply to Department of Transportation employees regarding overtime equalization.

(1) Overtime equalization units are:

- a. All Construction Technicians 11 and 12 at a worksite
- b. All permanent Construction Technicians 8-E10 at a worksite
- c. All temporary Construction Technicians 8-E10 at a worksite
- d. All Construction Aides 6-E7 at a worksite
- e. In all other divisions, the Technician 11 and below at a worksite, except at the MDOT building in Lansing, where the overtime equalization units are established in accordance with the settlement agreement reached by the parties in FMCS 97-19786-CSR #3.

(2) Employees who meet the following definition are qualified to perform overtime work within their equalization units:

Completion, in an approved manner, of all training required to perform the task or job, or performance of the requirements of the task or job, or performance of the task or job itself within the preceding twelve (12) month period.

(3) Overtime will be balanced among the individuals within each overtime equalization unit so that each employee shall have at least ninety percent (90%) or be within fifty (50) hours, whichever is less, of the overtime hours paid to the employee having the most overtime hours within each specific unit, excluding any overtime resulting from an emergency. Overtime will be balanced between January 1 and December 31 of each year.

Grievances filed over alleged failure to equalize overtime shall be considered timely if filed within fifteen (15) days of the final posting of the year end overtime roster.

(4) The order of offering overtime will be as follows:

- a. Permanent full-time employees will be offered overtime before employees in any other employment type.
- b. Temporary employees will only work overtime after all full-time employees are working or are not available for overtime. These employees shall have such available overtime balanced among themselves on a pro-rated basis in accordance with their actual hours worked, in the same manner as permanent, full-time employees.
- c. "Student Assistants"/Co-op Construction Aides 6 - E7 will only work overtime when no permanent Construction and Engineering Technicians or Construction and Engineering Aides are available or all Construction and Engineering Technicians and Aides are working and additional personnel is needed.

(5) Availability and Notification:

- a. All employees will be considered as available for scheduled overtime unless they voluntarily remove their names in writing from consideration for scheduled overtime. Employees may remove themselves from consideration, unless mandatory overtime is required, for any period of time of at least a biweekly pay period. Employees who wish to remove their names from the overtime roster for any period of time must submit such request in writing. Such request may be withdrawn at any time, with at least two (2) weeks notice. Employees who make themselves unavailable for overtime under this provision will be credited with the highest number of overtime hours worked by an individual within their overtime unit during the period of unavailability.
- b. Employees will be required to leave a telephone number where they can be contacted in case scheduled overtime is canceled. Failure of the employee to leave such number, or to respond after reasonable attempts by the Employer to make contact, will result in the Employer being relieved of any responsibility to pay the employee in the event the employee shows up for the canceled shift.

- (6) Employees newly entering an overtime unit will be credited with the same number of total overtime hours (worked plus unavailable), as the employee with the highest number of hours in the new overtime unit.
- (7)
  - a. Employees on an approved leave of absence, sick leave, annual leave, compensatory time or temporary assignment having a duration of more than ten consecutive work days, upon return will be credited with the highest number of overtime hours worked by an individual within their overtime equalization unit during their period of unavailability.
  - b. Employees on an approved leave of absence, sick leave, annual leave, compensatory time, or temporary assignment having a duration of ten days or less, upon return, will be credited with the average number of overtime hours worked by individual(s) within their overtime equalization unit, on the project(s) to which they were assigned, during their period of unavailability.
- (8) If an employee requests leave for the last regularly scheduled day prior to a weekend or holiday(s), the employee shall state at the time of the request, whether or not they are available for scheduled overtime for the weekend or holiday(s) following the date of the leave requested. Employees who do not indicate their availability for such scheduled overtime shall be charged with the highest number of hours worked by an individual within their equalization unit for the weekend or holiday(s).
- (9) Employees who return from Winter Assignment after April 1 will be given the opportunity to work the amount of overtime hours necessary to bring them equal to the highest number of overtime hours credited to any less senior employee in the overtime unit, minus any overtime hours previously worked by that employee in that overtime unit. All such calculations shall be made within the same calendar year.
- (10) Employees who return to work on or before June 15 from a Workers' Compensation related absence of 90 calendar days or less, will have no overtime hours credited to them as a result of being unavailable during the Workers' Compensation absence. Employees who return to work from a Workers' Compensation related absence of more than 90 days regardless of the return date, or after June 15 regardless of the length of the absence, shall be credited with the highest number of hours worked by a bargaining unit employee within their overtime equalization unit during their period of unavailability.

C. The following shall apply to employees classified as Fingerprint Technicians in the Department of State Police regarding overtime equalization.

(1) Overtime equalization unit:

Bargaining unit employees classified as Fingerprint Technicians and assigned to the Central Records Division comprise one overtime equalization unit.

(2) Overtime equalization:

In accordance with the settlement agreement for grievance #MSP GT1-92/UTEA #119-91-MSP-2, all overtime hours will be equalized to the extent possible per Article 17, Section 14, of the Agreement existing between the State of Michigan and the United Technical Employees Union.

(3) Definitions:

- a. Overtime worked -- all overtime hours worked by employees shall be considered as overtime worked.
- b. Overtime refused -- when an employee is offered the opportunity to work scheduled overtime and said employee refuses such opportunity, such employee shall be credited with the overtime hours refused or when an employee is offered the opportunity to perform functions which might result in overtime and said employee refuses such opportunity, such employee shall be credited with the overtime hours worked by another employee during the period of refusal.
- c. Unqualified overtime -- an employee who is not qualified to perform the function required during scheduled overtime or to perform functions which might result in overtime, shall not be offered the opportunity to work such overtime, and shall be credited with the overtime hours worked by another employee during such period of time. Employees deemed by the department to be unqualified shall have the right to grieve such determination.

(4) Overtime recording:

- a. Each category of overtime listed in number three (3) above shall be recorded separately.
- b. All hours in each category shall be totaled at the end of each biweekly pay period so that each employee will know the total number of overtime hours with which they have been credited or charged, fiscal year to date, at the end of each biweekly pay period.

(5) Overtime balancing:

- a. All employees will have their overtime balanced in accordance with number two (2) above during the period commencing October 1 of each year and ending on September 30 of the following year.
- b. All employees will begin October 1 of each year with zero overtime hours.
- c. Grievances relating to the improper equalization of overtime shall be considered timely if filed within fifteen (15) days of the final posting of the year-end overtime roster.

(6) Entrance into overtime unit:

New employees entering the overtime equalization unit after October 1 of any year will be credited with the same number of total overtime hours (worked, plus refused, plus unqualified) as the employee with the highest total number of hours in this overtime equalization unit.

(7) Availability:

No employee may be charged with refused and/or unqualified overtime for any day for which the employee is approved for leave, whether such approval is prospective or retroactive.

**Section 16. Inclusion of Travel Time in Work Day in the Department of Transportation.**

Where an employee's Official Work Station (OWS) is designated as Project Office, and said employee is directed by his/her supervisor to report directly from his/her home to a Temporary Work Station (TWS), the employee's work time shall be calculated as follows:

- A. In the event the employee's drive time from his/her home to his/her TWS does not exceed the drive time between the employee's home and his/her OWS by at least fifteen (15) minutes, the employee shall continue to be paid for his/her normal work day.
- B. In the event the employee's drive time from his/her home to his/her TWS exceeds the drive time between the employee's home and his/her OWS by at least fifteen (15) minutes, the employee's work schedule may be adjusted, or should the work day not be shortened, such time shall be added to the employee's work day and the employee shall be paid for such time at the appropriate overtime rate.
- C. Numbers 1 and 2 above shall also apply to the employee's return trip from his/her TWS to his/her home.

- D. None of the above shall apply in the event an employee is instructed that he/she can report to his/her TWS after the start of the shift and/or leave his/her TWS prior to the end of the shift in an amount of time equal to the excess time which the employee drives between his/her house and his/her TWS.